

**1.01 Purpose**

This section generally outlines Contractor responsibilities for the Project or Contract closeout, including:

- A. Adjustment and Cleaning.
- B. Record Drawings and Maintenance Manuals.
- C. Substantial Completion.
- D. Release of Lien.
- E. Consent of Surety to Final Payment
- F. Inspection Certificates.
- G. Bonds and Guarantees.
- H. Application for Final Payment

**1.02 Adjustment and Cleaning**

- A. Prior to the final inspection, the Contractor shall perform and complete the following:
  - 1. Repair or replace defective products or areas damaged by the Contractor.
  - 2. Clean all exposed or semi-exposed surfaces which have been soiled as a result of the work effort (even though previously cleaned).
  - 3. Remove all stains, spots, marks and dirt from finished surfaces. Clean in accordance with the manufacturer's written instructions.
  - 4. Replace mechanical equipment filters, adjust all finish hardware and schedule service instruction conferences with the Owner just prior to final inspection.
- B. Cleaning shall include, but not be limited to, the following:
  - 1. Removal of product protective coverings and labels.

Do not remove UL, FM or other permanent labels or placards necessary for life-safety operations or to establish Construction Documents compliance.

2. Removal of all debris from the site. Debris shall not be buried on the site. Debris shall be disposed of according to government requirements.
  3. Other cleaning as required:
    - a. Dry or wet vacuum cleaning.
    - b. Dusting of all new and existing surfaces.
    - c. Carpet shampooing.
    - d. Cleaning of inside glazed surfaces and outside glazed surfaces if new or soiled by the work of this contract.
    - e. Cleaning required by various specification sections with particular attention to instructions and specific requirements.
- C. Adjustment shall include, but not be limited to, the following:
1. Adjustment of products, assemblies, equipment, hardware, components, etc., to achieve an installation, which operates smoothly, correctly, and as intended.
  2. Adjustment as required by various sections of the Specifications.

### **1.03 Record Documents and Maintenance Manuals**

- A. Maintenance Manuals shall be submitted to the ARCHITECT/ENGINEER for approval.
1. Manuals shall contain maintenance and record documents as provided for by the Specifications.
  2. Upon ARCHITECT/ENGINEER approval, manuals shall be forwarded to the Owner.
  3. Final Payment shall be withheld until approved manuals are received by the Owner.
- B. The Contractor shall submit his Field Notes on "as-built" conditions to the ARCHITECT/ENGINEER and shall have ARCHITECT/ENGINEER approval before Final Payment will be released by the Owner. See Section 01720, Project Record Documents.

- C. The ARCHITECT/ENGINEER shall provide Record Documents which identify "as-built" conditions of the work. These documents shall be based on the Contractor's Field Notes maintained throughout the life of the project. See Section 01720, Project Record Documents.
- D. Deviations from the above requirements will not be accepted without prior written approval. Failure to comply shall result in Final Payment being withheld. The Contractor waives any claim associated with withholding of retainage by the School Board if it fails to provide the above referenced materials and comply with all closeout requirements.

#### **1.04 Substantial Completion**

- A. Inspection: The Contractor shall provide the ARCHITECT/ENGINEER with a written notification of project completion, a punch list of items to be completed, and request an inspection tour of the project.
- B. The Contractor, ARCHITECT/ENGINEER and Owner shall be present for the inspection.
- C. The ARCHITECT/ENGINEER will prepare a Certificate of Substantial Completion, AIA Form 9704, based on the results of the inspection. Attached thereto will be a list of items, "punch list," requiring additional Contractor attention and/or resolution. The Certificate shall be executed by all parties. The Owner signing after Board approval.
- D. At the end of the allotted time for punch list work to be completed, a final inspection shall be held. Failure to identify all items shall not be deemed a waiver of those discrepancies, and Contractor shall have seven (7) days to remedy items identified after notice of the deficiency. Any items remaining incomplete will be completed by the Owner and the cost of the work charged against the Contractor's retainage.

#### **1.05 Release of Lien or Claim**

- A. Along with his Application for Final Payment, the Contractor shall submit a sworn statement that all work has been completed and that all bills for labor,

materials and Subcontractor's work have been paid in full.

- B. Additionally, the Contractor shall submit statements from each of his Subcontractors, material or labor suppliers that they too have completed all work and that all bills for labor, materials and their Subcontractor's work have been paid in full.
- C. Sworn statements shall be made on the Owner's standard Release of Lien form.
- D. Owner shall have no obligation or responsibility to make any payments to any subcontractor or supplier.
- E. Upon request by the Contractor and a subcontractor or supplier together with the written consent of surety, the Owner may at its sole discretion issue joint checks. Failure of the Owner to elect this option should not give rise to any cause of action by any party.

#### **1.06 Consent of Surety to Final Payment**

- A. Along with his Application for Final Payment, the Contractor shall provide a Consent of Surety to Final Payment.
- B. Consent of Surety may be made on AIA Standard Form G707 or on a letter from the bonding company.

#### **1.07 Inspection Certificates**

- A. Upon completion of the Project and before applying for Final Payment, the Contractor shall have the electrical, plumbing and mechanical work (and any other work) as applicable, inspected and approved by the Office of Building Code Enforcement, Duval County Public Schools, as required by the Specifications and all applicable codes, laws and ordinances, per *Florida Statutes*.
- B. The Contractor shall submit all inspection certificates to the Owner with his Application for Final Payment.

#### **1.08 Bonds and Guarantees**

- A. The Contractor shall submit copies of all Bonds and Guarantees as required.

- B. The Contractor's "one year" Guarantee shall commence on the date of Substantial Completion.
- C. The Contractor shall submit all Bonds and Guarantees with his Application for Final Payment.
- D. This unconditional guarantee shall not replace or supersede any cause of action that may exist pursuant to the Contractor or law which has a limitation period in excess of one (1) year.

**1.09 Application for Final Payment**

- A. The Final Certificate and Application for Payment shall be submitted with the required Release of Lien statements, Contractor's Guarantee and Consent of Surety to Final Payment.
- B. The Application shall be marked "FINAL" and shall account for all Change Orders, including any liquidated and actual damages that may have been assessed for late completion.

END OF SECTION